

A. G. Contract No. KR921961TRN
ECS File: JPA 92-83
Project: G 1050 23C
Section: Construct 40th Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SHOW LOW

THIS AGREEMENT is entered into 3 September, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SHOW LOW, acting by and through its CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq and City Code Article II
Section 2.34 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$95,000.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding, for the
construction of 40th Street and improvements to US-60 to
provide improved access to a new manufacturing facility, and
aid in the retention and development of local business,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17060</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/03/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vivian J. Groenewald</u>

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$140,000.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance inside the City right-of-way.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$95,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$95,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

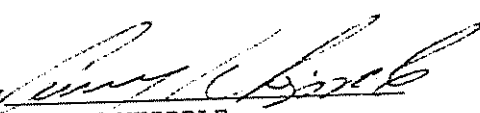
City of Show Low
City Manager
200 West Cooley
Show Low, AZ 85901

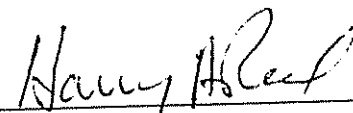
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

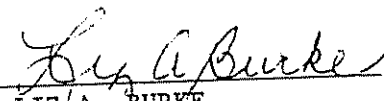
CITY OF SHOW LOW

STATE OF ARIZONA
Department of Transportation

By 
GERRY WHIPPLE
Mayor

By 
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:

By 
LIZ A. BURKE
City Clerk

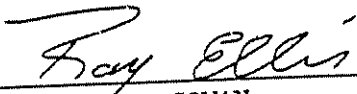
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RESOLUTION

BE IT RESOLVED on this 29th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Show Low for the purpose of conveying Economic Strength Development funds to the City for construction of 49th Street to provide increased access to a new manufacturing facility.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


For CHARLES E. COWAN
Director

"NAMED BY THE TURN OF A CARD"



City of Show Low

200 West Cooley
SHOW LOW, ARIZONA 85901-4724
(602) 537-5724

CERTIFICATION

I, Elizabeth A. Burke, City Clerk for the City of Show Low, Arizona, do hereby certify that the attached document is a true and correct copy of Page 12 of the minutes of the Regular City Council Meeting held on Tuesday, August 18, 1992.

Elizabeth A. Burke
Elizabeth A. Burke
City Clerk
August 24, 1992
Dated

- G. Consideration of Intergovernmental Agreement with Arizona Department of Transportation for the Use of Economic Strength Project Funds for Construction of 43rd Street (Pellet Mill Turn Lane) - #G-1392. (Larry Lange)

Mr. Lange stated that this was the Intergovernmental Agreement with ADOT for the grant awarded for the pellet mill turn lane. He note, for the record, that this road is 40th Street, rather than 43rd Street as indicated on the agreement.

COUNCILMAN STINSON MOVED TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF SHOW LOW AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT; SECONDED BY VICE MAYOR HUDGEL; PASSED UNANIMOUSLY.

8. CONSENT CALENDAR:

The Consent Calendar is used to allow the Council to consider all items of a routine and uncontroversial nature, as one item. For those items which require debate or discussion by the Council or public, that item must be removed from the Consent Calendar.

- A. Consideration of the Minutes of the Staff Agenda Review Meeting Held on August 3, 1992.
- B. Consideration of the Minutes of the Regular Meeting of the Show Low City Council Held on August 4, 1992.
- C. Consideration of the Minutes of the Joint Meeting of the Show Low City Council and the Pinetop-Lakeside Town Council of August 5, 1992.
- D. Consideration of the Minutes of the Retreat of the Show Low City Council Held on August 8, 1992.

VICE MAYOR HUDGEL MOVED TO APPROVE THE CONSENT CALENDAR; SECONDED BY COUNCILMAN KING; PASSED UNANIMOUSLY.

9. TREASURER'S REPORT:


None.

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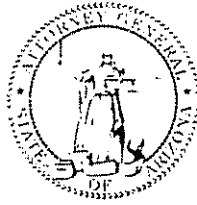
APPROVAL OF THE SHOW LOW CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SHOW LOW and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of Aug., 1992.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE 542-5025
TELECOPIER 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-1961-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15 day of September, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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